

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325904

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest in Trademarks (Releases RF 4872/0687)
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		12/10/2014	Chartered Bank: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	EVERGREEN TANK SOLUTIONS, INC.
<b>Street Address:</b>	711 W. BAY AREA BLVD., SUITE 560
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77598
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	3587767	EVERGREEN TANK SOLUTIONS

## CORRESPONDENCE DATA

Fax Number: 7147558290

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham &amp; Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	026490-0146
<b>NAME OF SUBMITTER:</b>	Anna T Kwan
<b>SIGNATURE:</b>	/atk/
<b>DATE SIGNED:</b>	12/11/2014

## Total Attachments: 4

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OP \$40.00 3587767

**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of December 10, 2014, is made by Goldman Sachs Bank USA, as collateral agent for the ABL Credit Parties (in such capacity, the "Collateral Agent"), in favor of Evergreen Tank Solutions, Inc. ("Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). For the purposes of this Termination, "Trademarks" shall have the meaning assigned to such term in the Security Agreement (as defined below) and shall include, without limitation, those registrations and applications set forth on Schedule A hereto.

**WHEREAS**, pursuant to that (i) certain ABL Security Agreement, among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, dated as of September 28, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") and (ii) that certain Grant of Security Interest in United States Patents and Trademarks, among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, dated as of September 28, 2012 (as amended, restated, modified or supplemented prior to the date hereof, (the "Trademark Security Agreement"), the Grantor granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademarks;

**WHEREAS**, the security interest in the Trademarks granted by the Grantor to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on September 28, 2012, at Reel 4872 and Frame 0687; and

**WHEREAS**, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantor secured by the Trademarks pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

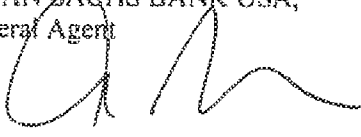
1. The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Trademarks and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademarks to the Grantor.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

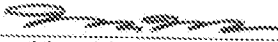
IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GOLDMAN SACHS BANK USA,  
as Collateral Agent

By:   
Authorized Signatory

Anisha Maihotra  
Authorized Signatory

EVERGREEN TANK SOLUTIONS INC.

By:   
Name: Marc Morris  
Title: Chief Financial Officer, Secretary and Treasurer

**Schedule A  
to  
Termination of Security Interest in Trademarks**

**TRADEMARKS**

<u>Serial No.</u>	<u>Registration No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Mark</u>
77,133,276	3,587,767	U.S.	3/16/2007	3/10/2009	Evergreen Tank Solutions

**TRADEMARK APPLICATIONS**

None.